

FOLEY & LARDNER LLP

Ann Marie Uetz (*Admitted Pro Hac Vice*)
One Detroit Center
500 Woodward Avenue, Suite 2700
Detroit, MI 48226-3489
Telephone: (313) 234-7100
Facsimile: (313) 234-2800

Keith Owens (*Pro Hac Vice Admission Pending*)
555 South Flower Street
Suite 3500
Los Angeles, CA 90071-2300

Attorneys for CalsonicKansei North America, Inc.

**UNITED STATES BANKRUPTCY COURT
THE SOUTHERN DISTRICT OF NEW YORK**

-----X
In re: : Chapter 11
:
GENERAL MOTORS CORP., *et al.*, : Case No. 09-50026 (REG)
:
Debtors : Jointly Administered
:
-----X

DECLARATION OF LISA P. MARTIN

STATE OF TENNESSEE)
:) ss.:
COUNTY OF BEDFORD)

1. I am a Senior Account Manager in the sales department of CalsonicKansei North America, Inc. ("CKNA").

2. In my position as Senior Account Manager, my responsibilities include cash flow management, accounts receivable recovery, and reporting on the financial status of CKNA's programs, pricing, tooling, etc. to CKNA's senior management. I am responsible for managing CKNA's accounts with the Debtors. Except as otherwise stated, I have personal knowledge of

the facts and circumstances set forth herein.

3. On Thursday, June 18, 2009, I spoke via telephone to Ignacio Peralta, who I understand is one of Debtors' Global Supply managers.

4. As Mr. Peralta informed me, and confirmed in an email exchange on June 20 and 21, 2009, a true and correct copy of which is attached hereto as Exhibit A, all of the production contracts between CKNA and Debtors are expired or were resourced to another supplier prior to Debtors' bankruptcy filing and no obligations remain outstanding by CKNA.

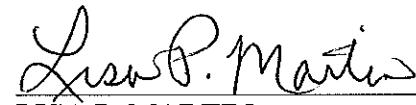
5. Moreover, I not believe that there are more than six service part order contracts between the Debtors and CKNA that were active as of the date of Debtors' chapter 11 filing. However, I am unable to determine the exact number, if any, because of ambiguities in the Assumption and Assignment Notice and the Debtors' website. I have not been able to obtain copies of all "contracts" that the Debtors propose to assume and assign despite my requests. Therefore, it is necessary for CKNA to object to the Assumption and Assignment Notice for the reasons set forth in the objection, and CKNA reserves all rights with respect to the existence and number of any executory service part order contracts..

6. In addition, based on my conversations with other employees of CKNA, it is my understanding that none of the contracts designated by Debtors for assignment and assumption that are attributed to "Calsonic Kansei Corp." are contracts to which Calsonic Kansei Corp., (CKNA's Japanese affiliate) is a party. It appears that Debtors have misidentified the contracting parties to various contracts between Debtors and CKNA or its affiliates, and thus I cannot fully and accurately determine whether CKNA or its affiliates is or was a contracting party to each one of the contracts identified by Debtors.

7. In addition to my communications with Mr. Peralta, I have been communicating with several other agents and employees of the Debtors, including individuals at Debtors' help desk, in an effort to learn more information about the contracts identified by Debtors and to determine which contracts (if any) are still active. Except for my communications with Mr. Peralta, the Debtors have not provided adequate disclosure of information concerning the alleged "contracts" on the Assumable Executory Contracts list.

8. I am informed and believe that the correct amount required to cure all defaults (i.e. the amount owed to CKNA) is approximately \$93,504.66. This amount may be subject to change, in particular depending on which service contracts Debtors ultimately seek to assume and assign. Therefore, CKNA must and hereby does reserve all rights to supplement or amend this objection as appropriate.

I, Lisa P. Martin, declare under penalty of perjury that the foregoing is true and correct.
Executed in Shelbyville, Tennessee on June 24, 2009.



LISA P. MARTIN

Exhibit A

ignacio.peralta@gm.com

06/21/2009 11:28 PM

To Lisa_Martin@cknainc.com

cc

Subject Re: CalsonicKansei North America, Inc.'s Vendor Account with GM

You summary is accurate as far as all production contracts I was able to find in our purchasing system were either expired or have no volume as PNs have been transferred to another supplier, in regards to service parts I would say the intention is to transfer those to the new company but that is something I can not confirm 100%.

Ignacio

Lisa_Martin@cknainc.com

06/20/2009 12:18 PM

To ignacio.peralta@gm.com

cc

Subject CalsonicKansei North America, Inc.'s Vendor Account with GM

Mr. Peralta,

Thank you for taking the time to speak with me this past week. Since we are trying to address a number of issues

6/23/2009

in a short period of time, this email is intended to confirm that my understanding of our conversation is correct.

As you explained this past Thursday, you conducted research into CalsonicKansei North America, Inc.'s vendor account with GM. I understand that you searched under Vendor Master ID. 690536768 (Calsonic's Global ID No.) and the only contracts that will be assigned and assumed in the bankruptcy action are contracts for service parts orders; all other contracts between Calsonic and GM have expired. (You explained that parts previously supplied by Calsonic are now being supplied by other businesses.) Specifically, service PO (CN-59926/GM-59926) is currently the only open contract for Calsonic. This PO was sent to CalsonicKansei North America on June 9, 2009, with the effective period of 5/19/2009 - 12/31/2010.

As we discussed, I will contact other GM Service Buyers to further verify that Calsonic has no other open contracts for service parts orders.

If you believe that my summary of our conversation is incorrect, please contact me immediately. Otherwise, please let me know if there have been any new developments since we spoke last Thursday.

Thanks,

Lisa Martin,
Sales - Sr. Account Manager
CalsonicKansei North America, Inc.
(931) 680-6463
lisa_martin@cknainc.com

"Making Customer Visions A Reality"